

**UNITED STATES POSTAL SERVICE**  
**LACS<sup>Link</sup>® DISTRIBUTION AGREEMENT**

THIS AGREEMENT LICENSES THE DISTRIBUTION OF SOFTWARE INTERFACES AND DATA FOR THE LACS<sup>Link</sup> SYSTEM and is effective as of the date of the last party to sign this Agreement, by and between: (Licensee) \_\_\_\_\_, a \_\_\_\_\_, having its principal place of business at: (Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (ZIP+4) \_\_\_\_\_ - \_\_\_\_\_, and the United States Postal Service (USPS), an independent establishment of the executive branch of the Government of the United States, with offices at National Customer Support Center (NCSC), LACS<sup>Link</sup> Licensing Department, 6060 Primacy Pkwy, Suite 201, Memphis TN 38188-0001.

LICENSE AGREEMENT Number: 692301-04-LACS-XXXXX

In consideration of the grant and mutual covenants set forth herein, the parties agree as set forth below:

***Introduction***

- USPS has created a confidential and proprietary system (referred to herein as the “LACS<sup>Link</sup> System” and further defined below) for communicating changes in a location’s delivery address. These changes could arise for several reasons, but most commonly arise from implementation of a 911 emergency system, which normally involves changing rural-style addresses to city-style addresses or in renaming or renumbering existing city-style addresses.
- Previously, USPS and Licensee entered into a separate agreement entitled “LACS<sup>Link</sup> Developer Agreement” (herein “**Developer’s Agreement**”) that grants Licensee the right to develop interfaces to be certified by USPS for use with the LACS<sup>Link</sup> Product.
- Licensee desires to distribute the interfaces it developed under the Developer’s Agreement (and that USPS has certified) as a component of Licensee’s own software product(s) and USPS wants interfaces to be distributed so that they are available to authorized End Users (defined below) of the LACS<sup>Link</sup> Product.
- The present agreement (herein the “**Agreement**”) provides the right to distribute the interface(s) developed by Licensee under the Developer’s Agreement, after certification,

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to End Users (defined below), so long as in accordance with the provisions set forth below.

- USPS has decided to offer the LACS<sup>Link</sup> System (defined below) commercially, which will provide greater efficiency and economic benefits for businesses in the mail industry and the USPS. Furthermore, to market or use other USPS systems and/or products such as CASS Certified software or the NCOA<sup>Link®</sup> Full Service Provider (FSP) Product, it is required that the LACS<sup>Link</sup> System be resident and available for use in those systems.

### ***The Specifics of the Agreement***

#### **1. Definitions**

- 1.1. **“Advertising”** means advertising, promotions, news releases, direct mail promotions, packaging, point-of-sale ads, informational and/or instructional pamphlets, sheets, booklets, or other documents, oral public disclosures or statements, or any other public disclosure or statement concerning Licensee’s Product (defined below), in any media or form, including but not limited to, radio, television, electronic messaging, world wide web, magazines and newspapers, and trade shows.
- 1.2. **“Deliverables”** means letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item delivered by USPS.
- 1.3. **“End User”** means an Entity that USPS has licensed to use the LACS<sup>Link</sup> Product to update address and mailing lists.
- 1.4. **“Entity”** or **“entity”** means a single corporation or partnership or an individual person (i.e., a sole proprietorship), in good standing, licensed and registered to do business in one or more states, and does not include any party or affiliation(s) of parties that is not recognized as a legal entity by the laws of the state(s) in which it conducts business.
- 1.5. **“Field of Use”** means updating addresses to conform with USPS requirements.
- 1.6. **“Interface”** means one or more certified systems, each of which directly or indirectly uses the Licensed Materials (defined below) and/or complies with the Software Developer’s Guide (defined below), and/or was developed in an attempt or with the intent of complying with the Software Developer’s Guide.
- 1.7. **“Intellectual Property Rights”** means the various rights and responsibilities that USPS possesses or acquires under the law in effect in the United States of America in the LACS<sup>Link</sup> Product and Licensed Materials (defined below), including, but not limited to, the laws concerning privacy, copyrights, inventions, patents, and trademarks.

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- 1.8. **“LACS<sup>Link</sup> Distributors”** means entities who license a LACS<sup>Link</sup> interface under a valid LACS<sup>Link</sup> Distribution Agreement to distribute said interface and/or the USPS LACS<sup>Link</sup> Product.
- 1.9. **“LACS<sup>Link</sup> Product”** means the confidential and proprietary database concerning the conversion of existing addresses to their new or updated or replacement address or the like, provided by USPS in a highly and uniquely secured environment.
- 1.10. **“LACS<sup>Link</sup> System”** means the confidential and proprietary system developed by USPS that provides for the conversion of existing addresses to their new or updated or replacement address or the like, and which includes, but is not limited to, the LACS<sup>Link</sup> Product, the Interface, and the Licensed Materials (defined below).
- 1.11. **“Licensed Materials”** consist of only:
- 1.11.1. The LACS<sup>Link</sup> Product and any updates therefore that USPS provides to Licensee and the materials, know-how, computer code, and technical information that USPS provides to Licensee in written or oral form for use in connection with developing Interfaces for the LACS<sup>Link</sup> System under this Agreement, including the Software Developer’s Guide (both defined below).
- 1.11.2. All whole or partial copies on any media, adaptations, improvements, modifications, translations, derivative works, compilations, partial copies within modifications, including merges with other materials (from whatever source) and updates based on the foregoing, of the LACS<sup>Link</sup> Product and Licensed Materials that are provided to Licensee by USPS in connection with distributing an Interface for the LACS<sup>Link</sup> Product.
- 1.12. **“Licensee’s Product”** means products and services provided to End Users by the Licensee to update addresses and mailing lists to prepare Deliverables for acceptance, handling, and delivery by USPS.
- 1.13. **“Software Developer’s Guide”** or **“SDG”** refers to the most current copy of the Software Developer’s Guide provided or made available to Licensee by USPS, which may be updated from time to time and is incorporated herein by reference.
- 1.14. **“Territory”** means places of business operating within the geographic boundaries governed by the United States, its territories, and possessions.
- 1.15. **“USPS Trademarks”** means the USPS-owned trademark LACS<sup>Link</sup> and registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE™, U. S. POSTAL SERVICE®, and USPS®.

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**2. Scope and Purpose**

- 2.1 The scope of this Agreement is limited to distributing and marketing Interfaces as a component of Licensee's Products to End Users for their use with the LACS<sup>Link</sup> Product in the Field of Use to update addresses and mailing lists to prepare Deliverables for acceptance, handling, and delivery by USPS.
- 2.2 The scope of this Agreement does not permit any use of information, data, software, code, systems, updates, or the like obtained or derived from or based on or incorporating, directly or indirectly, in whole or in part, the Licensed Materials, including but not limited to the LACS<sup>Link</sup> System, to create or maintain anything that incorporates in whole or in part directly or indirectly the Licensed Materials, in particular the LACS<sup>Link</sup> Product.
- 2.3 The scope of this Agreement does not include any right to develop or use the LACS<sup>Link</sup> Product, the Interface, or any related technology to artificially compile or maintain a list of addresses or to create **for any purpose whatsoever** other products or databases or collections of information including, but not limited to, lists of addresses, lists of an address history, and informational or data sources based upon information received from or through the LACS<sup>Link</sup> Product technology.
- 2.4 The scope of this Agreement does not include any express or implied right to export the Licensed Materials out of the Territory.
- 2.5 The scope of this Agreement does not include any right to use the Licensed Materials to conduct any research, experiments, evaluations, comparisons, or inventive endeavors.
- 2.6 The scope of this Agreement does not include any right
- to improve, correct, enhance, modify, alter, reconfigure, change, or prepare derivatives or variations of the LACS<sup>Link</sup> Product or Licensed Materials, or any portion thereof directly or indirectly; or
  - to reduce to practice any concepts, ideas, or thoughts related to the LACS<sup>Link</sup> Product or Licensed Materials, or any portion thereof,
- (collectively referred to herein as "Improvements"). Licensee may not use and may not permit any of Licensee's customers to use information obtained or derived from the LACS<sup>Link</sup> System for any purpose inconsistent with this Agreement, including but not limited to creating or maintaining any derivative products that incorporate data

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obtained from use of LACS<sup>Link</sup> Licensed Materials in either whole or in part for the benefit of Licensee or its customers.

**3. The USPS Grant**

- 3.1. Contingent upon being as exercised strictly in accordance with the terms and conditions set forth in this Agreement and within the limits of the Scope and Purpose set forth above, USPS grants to Licensee in the Territory for the Term of this Agreement, until terminated or suspended as set forth below, a non-exclusive, non-transferable, revocable license under the USPS Intellectual Property Rights in the Field of Use to:
- 3.1.1. distribute to End Users (see definition for qualifications) under the sublicensing terms specified below the Interface and/or the LACS<sup>Link</sup> Product for use in the LACS<sup>Link</sup> System as a component of Licensee's Products or as a stand-alone product – *the foregoing, however, being contingent upon the End Users first legally obligating themselves to the sublicense terms specified below;*
  - 3.1.2. use the Interface with the LACS<sup>Link</sup> Product within Licensee's organization for internal business purposes; and,
  - 3.1.3. use the Interface and the LACS<sup>Link</sup> Product to provide services to third parties in the Field of Use.
- 3.2. USPS grants Licensee the right to display USPS Trademarks but only appropriately in reference to the LACS<sup>Link</sup> Product and the USPS on Licensee's Products and in Advertising and packaging for Licensee's Products so long as in accordance with the provisions set forth below and contingent upon receipt of USPS's approval prior to the public display, distribution, or sale of Licensee's Products or Advertising.

**4. Licensee Obligations:**

- 4.1. Licensee acknowledges its obligation to and agrees to use the Licensed Matter and the Interface only within the Scope and Purpose of this Agreement as set forth above.
- 4.2. Licensee agrees that to use the Interface or the Licensed Materials, by themselves or in Licensee's Product, or to use the LACS<sup>Link</sup> Product outside of the Scope and Purpose breaches the terms of this Agreement (though such breach is excusable to the extent expressly permitted under another valid agreement with USPS).
- 4.3. Licensee agrees that any sales or distribution of the Interface by itself or in Licensee's Products outside the Territory violates this Agreement.

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- 4.4. Licensee acknowledges and agrees that this Agreement does not include any right to use, disassemble, reverse engineer, outsource, reproduce, distribute, sublicense, or compile data from or using the LACS<sup>Link</sup> Product except as expressly defined within the Agreement.
- 4.5. Licensee acknowledges and agrees that this Agreement does not provide any right to change the Interface in any manner. (Changes can be made under a valid Developer's Agreement, but the Interface must be re-certified.)
- 4.6. Licensee agrees to incorporate into Licensee's Products only the most recently USPS-certified Interface that it has developed.
- 4.7. In the event USPS, pursuant to the Developer's Agreement, approves and certifies Licensee's modification to the Interface on account of USPS's changes to the Licensee's Materials, Licensee shall distribute the modified Interface to all its sublicensed End Users no later than thirty (30) calendar days from the date Licensee receives notice of USPS approval of the modifications to the Interface.

**5. Sublicense:**

- 5.1. Licensee shall distribute Licensee's Products only to End Users who have agreed to the sublicensing terms specified below and who have agreed to such terms in a manner that fully legally obligates the End User to abide by those terms, whether in the form of a legally-binding "shrink-wrap license" or a "click-on license" or a written license agreement or other legally binding license agreement.
- 5.2. The sublicense must not contain any terms that are any less restrictive than the terms in this Agreement and must include the terms set forth below, as well as other terms specified from time to time by USPS:
  - 5.2.1. End Users' right to use the Interface shall be strictly limited to use only within the Territory, and only for updating addresses and mailing lists used to prepare Deliverables for deposit with USPS in conformance with USPS requirements;
  - 5.2.2. End Users shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface.
  - 5.2.3. End Users shall acknowledge
    - 5.2.3.1. USPS's ownership of the LACS<sup>Link</sup> Product and the USPS Marks;
    - 5.2.3.2. that Licensee provides the Licensee's Product in part under license from USPS; and

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- 5.2.3.3. that End User is a sublicensee under Licensee's license from USPS and obtains from Licensee no broader right than Licensee except as noted in Section 3 of the LACS<sup>Link</sup> Distributor Agreement, The USPS Grant;
- 5.2.4. End Users shall be strictly limited to using the Interface only as a component of Licensee's Product; and
- 5.2.5. End Users shall acknowledge and agree that End User does not have a right to sublicense, distribute, reproduce, perform, display, or sell the Interface or USPS's Marks.

**6. Representations and Acknowledgments**

- 6.1. USPS represents that it is the sole owner of the intellectual property rights in the Licensed Materials.
- 6.2. Licensee agrees and acknowledges that USPS is the sole owner of the Intellectual Property Rights in the Licensed Materials, the LACS<sup>Link</sup> Product, and any subsequent revisions thereof.
- 6.3. Licensee agrees and acknowledges that the Licensed Materials are confidential proprietary property of USPS.
- 6.4. USPS reserves the right to make any and all changes to the LACS<sup>Link</sup> Product, and the Licensed Materials in the Developer's Agreement as it deems necessary.

**7. Trademarks, Marketing, Approvals**

- 7.1. Licensee agrees and acknowledges that USPS Trademarks are trademarks owned by the USPS and that it will use USPS Trademarks only as trademarks in reference to the USPS and its products and services as appropriate.
- 7.2. Licensee agrees and acknowledges that it will use USPS Trademarks only with the specific permission and approval of the USPS and specifically in accordance with the specifications and guidelines provided by the USPS.
- 7.3. Licensee agrees **not to use** any of the following names or marks nor any derivative thereof nor any confusingly similar name or mark:
  - CASS
  - CASS Certified
  - COA
  - COA/Link

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DPV  
DSF<sup>2</sup>  
eLOT  
*FASTforward*  
IZ4  
LACS  
LACS<sup>Link</sup>  
LINK  
MAC  
MAC Gold  
MASS  
NCOA  
NCOA<sup>Link</sup>  
ZIP

as Licensee's company name, trade name, product names, domain names, trademarks (including word marks, service marks, logos, slogans) or as part of any of the foregoing with regard to Licensee's Products (as defined in this Agreement).

- 7.4. Licensee agrees that these provisions concerning advertising, marketing, and promotion are not exclusive and that USPS may impose additional requirements which, in its sole discretion, it finds necessary.
- 7.5. Licensee agrees that Licensee's Products and each piece of Advertising:
- 7.5.1. shall display the words "Non-exclusive Interface Distributor of the United States Postal Service" once, but not more than once;
  - 7.5.2. will direct that all payment for Licensee's Product shall be made payable to Licensee;
  - 7.5.3. shall clearly state that the price at which Licensee's Product is sold "is not established, controlled or approved by the United States Postal Service;" and,
  - 7.5.4. if the Advertising, for example, the User's Guide or the like, contains commercial advertising by the Licensee or others, a statement that such advertising is neither approved nor endorsed by the United States Postal Service.
- 7.6. Licensee agrees that Licensee's Products and each piece of Advertising that displays a USPS Trademark shall be accompanied by an acknowledgement of USPS's ownership in the following form: "The following trademarks are owned by the United



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States Postal Service<sup>®</sup>: [insert all USPS Trademarks used in the product, packaging, product literature, or advertising at issue here].”

- 7.7. The page following the title page of each Licensee’s Operating Manual/User Guide and as an insert with each media edition shall contain a prominent notice furnishing the following information:
- 7.7.1. That Licensee publishes the information in the Guide (or Manual) and offers Licensee’s Product to the public under a non-exclusive license from the United States Postal Service; and,
- 7.7.2. That the price of Licensee’s Product is not established, controlled or approved by the United States Postal Service.
- 7.8. Licensee agrees not to employ in its advertising or in-person marketing any language or other representation or sales technique from which a prospective purchaser might infer that Licensee or its agent is an employee or representative of USPS.
- 7.9. To ensure that prospective customers are not misled by any aspect of the advertising and method of sale used by Licensee to sell Licensee’s Product, to ensure that the relationship between the Licensee and USPS is correctly represented, to ensure that USPS Trademarks are displayed correctly, and for other similar purposes, the Licensee shall submit to USPS, well prior to any use, (“use” includes, but is not limited to, display or distribution) samples of each proposed method of sale and each proposed piece of advertising, promotional material, product literature, packaging, and any other proposed use of any Licensed Marks.
- 7.10. Licensee shall not publish or distribute any advertising, promotional materials, product literature, or packaging, or engage in any method of sale of Licensee’s Product until after it has received approval from USPS. USPS shall grant or withhold approval solely at its discretion.

**8. Use Restrictions**

- 8.1. Licensee agrees to immediately cease all distribution of Licensee’s Products if Licensee does not:
- 8.1.1. properly execute and maintain as current all licenses associated with this License Agreement and pay all fees required under this Agreement prior to using the Licensed Materials or selling and/or distributing the Licensee’s Product;

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- 8.1.2. The Licensee shall not encourage or permit, to the knowledge of the Licensee, unauthorized use or duplication of the Licensed Materials;
- 8.1.3. Licensee's Product shall include the provision for updating the Licensed Materials provided by USPS;
- 8.1.4. Licensee's Product shall not obligate USPS to provide Licensed Materials for a period in excess of the term of this License Agreement; and
- 8.1.5. Licensee shall make provisions with all its customers to whom Licensed Materials are supplied to protect the security and unique value of the Licensed Materials.

**9. Licensee**

- 9.1. Licensee acknowledges its obligations and agrees to use the Licensed Materials only within the Scope and Purpose set forth above.
- 9.2. Licensee agrees and acknowledges that if Licensee makes any Improvements, then such Improvements shall be made on behalf of USPS, who shall own all right, title, and interest in such Improvements and to whom Licensee hereby assigns all right, title, and interest.
  - 9.2.1. If the foregoing is legally ineffective to convey all right, title, and interest to USPS, then Licensee agrees to assign all right, title, and interest to USPS upon the making of such Improvement and agrees to execute a written document memorializing that assignment as soon as possible thereafter; further, Licensee agrees to cooperatively execute any other documents needed to memorialize the foregoing and/or to record it in the records of the US Patent and Trademark Office or other government organizations.

**10. Term of Agreement**

- 10.1. The term of this Agreement shall commence on the date of execution of this Agreement by all parties, and continue until the following September 30th, unless earlier terminated pursuant to Section 12, below.
- 10.2. Provided that Licensee has received no notice of suspension, default, or termination under this Agreement, Licensee may elect to extend the term of this Agreement for an additional one-year term, commencing on October 1 of each year, by payment to USPS of the required annual license fee no less than thirty (30) days prior to the expiration of this Agreement.

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10.3. The term of the License agreement, as extended on an annual basis, shall not exceed ten (10) years.

**11. Payment**

- 11.1. Licensee shall pay to USPS within ten (10) calendar days of the execution of this Agreement a fee in the amount set forth in the Licensee Fee Schedule, Exhibit A. USPS may consider failure by Licensee to pay any fees due to USPS under this or other License Agreement with USPS as a default hereunder and reason for issuing a notice of suspension or termination.
- 11.2. USPS shall have the right to modify any or all fees associated with this Agreement after the end of the first one-year term, and at the end of any or all subsequent one-year terms, by informing Licensee of such fee modification. USPS shall inform Licensee of fee increases at least ninety (90) days prior to the effective date of the price increases. Licensee may elect to terminate this Agreement upon receipt of notice of fee increases by providing USPS written notice within thirty (30) days after receipt of notice of fee increase. Termination of this Agreement by Licensee pursuant to a notice of fee increase shall not relieve Licensee of any obligations under this License Agreement until the cancellation effective date.
- 11.3. Payment of the Interface Distribution fee is excused if Licensee is certified by USPS to distribute CASS Certified software and is in good standing as a CASS Distributor, who enters into this Agreement for the purpose of fulfilling the requirement to provide End Users of LACS<sup>Link</sup> Distributor's products with access to the LACS<sup>Link</sup> System capabilities. All other fees remain in full force and effect.

**12. Termination and Suspension**

- 12.1. Notwithstanding the term of the Agreement established herein, either party may terminate this Agreement upon sixty (60) days written notice to the other party.
- 12.2. In the event that the termination effective date does not correspond with the expiration of the current term of this Agreement, USPS shall allow the continued use of the Licensed Materials through the termination date. Licensee shall pay all license fees set forth in this Agreement on a pro-rated basis for the time period between the end of the term of the current Agreement and the termination date specified by USPS in the event the termination date extends beyond the term of the Agreement.

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- 12.3. In the event Licensee cancels this Agreement, USPS will retain all fees paid to USPS under this Agreement.
- 12.4. If USPS determines that Licensee at any time during the term of this Agreement fails to comply with or fulfill any of the terms or conditions hereof, USPS may, solely at its discretion, terminate this Agreement by sending Licensee a notice of termination. The notice shall state the reasons for the termination and shall provide Licensee with a period of thirty (30) days to cure all defects and avoid termination.
- 12.5. USPS shall incur no liability for any reason due to the termination of this Agreement.
- 12.6. Upon receipt of any written notice of termination from USPS, Licensee shall immediately notify its customers of the termination date and modify Licensee's Product to reflect that its use of the Licensed Materials will expire upon the termination date.
- 12.7. If the Licensee at any time during the term of this License Agreement fails to comply with any of the terms or conditions of this Agreement, USPS may, solely at its discretion, suspend Licensee's right to use the Licensed Materials or the USPS Trademarks by sending Licensee a notice of suspension. Upon receiving notification of the suspension, Licensee shall cease the activities specified by USPS Licensee until authorized in writing by USPS that the activities may be resumed. USPS shall not be obligated to continue to provide the Licensed Materials to Licensee for its own use or for the use of any of Licensee's End Users, nor shall USPS be obligated to reimburse any fees for use of the Licensed Materials upon issuance of a notice of suspension or termination.
- 12.8. Upon expiration or termination of the Agreement, Licensee shall immediately:
- 12.8.1. cease advertising, selling and providing Licensee's Product and/or the LACS<sup>Link</sup> Product;
  - 12.8.2. refund to customers any sums received for Licensee's Product or the LACS<sup>Link</sup> Product that Licensee has not yet provided to the customers;
  - 12.8.3. cease all development, testing, or other use of the Interface, the LACS<sup>Link</sup> Product, and other Licensed Materials;
  - 12.8.4. deliver to USPS the LACS<sup>Link</sup> Product, the Interface, and all other Licensed Materials along with all whole or partial copies of the foregoing; and
  - 12.8.5. deliver to USPS a notarized statement signed by an officer of Licensee confirming return and/or destruction of the items identified above.
- 12.9. Notwithstanding any such expiration or termination, Licensee shall remain obligated to abide by the confidentiality provisions of this Agreement.

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- 12.10. No waiver by either party of a breach or a default of this Agreement shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.
- 12.11. Resort by USPS to any remedies referred to in this Agreement or arising by reason of a breach of this Agreement by Licensee shall not be construed as a waiver by USPS of its right to resort to any and all other legal and equitable remedies available to USPS.

**13. Limitation of Liability**

**Other than as specifically set forth in this Agreement, USPS makes no representations or warranties, express or implied, as to merchantability, fitness for any particular purpose or otherwise with respect to the LACS<sup>Link</sup> Product or the other License Materials, nor shall USPS be liable for any special, incidental or consequential damages even if it has been or is hereafter advised of the possibility of such damages. USPS shall not be liable for any design, performance or other fault or inadequacy of LACS<sup>Link</sup> Product or the other Licensed Materials, or for damages of any kind arising out of or in any way related to or connected with such fault or inadequacy.**

**14. Indemnity**

- 14.1. USPS agrees to hold harmless, defend and indemnify Licensee for infringement of any U.S. intellectual property rights in the Licensed Materials. The foregoing obligation shall not apply unless (1) USPS shall have been informed within ten [10] calendar days from when Licensee learned of the suit or action alleging such infringement and (2) USPS shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.
- 14.2. Licensee agrees to hold harmless, defend and indemnify USPS for infringement of any U.S. intellectual property rights arising out of Licensee's modification to or development of applications, materials, software or anything else for use with LACS<sup>Link</sup> System. In addition, Licensee agrees to hold harmless, defend and indemnify USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought forth, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this License, resulting in whole or in part from any breach of this

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Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of the Licensed Materials, by Licensee, or any employee, agent, or representative of Licensee.

**15. Confidentiality of the LACS<sup>Link</sup> Product and Other Licensed Materials**

- 15.1. The LACS<sup>Link</sup> Product and Licensed Materials are confidential and proprietary to USPS and shall remain the property of USPS. Nothing contained in this Agreement shall give Licensee any right, title, or interest in or to the LACS<sup>Link</sup> Product or the Licensed Materials except as the recipient of the license granted in this Agreement.
- 15.2. Licensee agrees to hold all information concerning LACS<sup>Link</sup> System confidential, to disclose said information only in accordance with the provisions of this Agreement, to take all reasonable steps (including at a minimum, but not limited to, those steps necessary to comply with Sections 15.4 and 21 of this Agreement) to safeguard the confidentiality of LACS<sup>Link</sup> Product and the Licensed Materials and any or all parts thereof, and to prevent unauthorized disclosure thereof by Licensee's employees, agents, representatives, and customers.
- 15.3. Unauthorized disclosure includes using the LACS<sup>Link</sup> Product for artificially creating or maintaining address lists, providing the LACS<sup>Link</sup> Product or any portion thereof to any third party for any purpose or under any conditions except as expressly authorized by this Agreement, or any other use of LACS<sup>Link</sup> Product and/or the provided source code that is not specifically authorized by this Agreement.
- 15.4. Licensee agrees to provide security for all Licensed Materials and the LACS<sup>Link</sup> Product that is equal to or greater than the level of security necessary for compliance with the USPS *ADP Security Handbook* (Handbook AS-805), a copy of which may be obtained from the USPS designated web site.
- 15.4.1. At all times, Licensee shall maintain (a) appropriate security controls to restrict access to the hardware, software (including the server and workstations), and data used in connection with LACS<sup>Link</sup> Product and to ensure a secure environment for maintaining that hardware, software, and data, (b) personnel and management policies sufficient to provide reasonable assurance of the trustworthiness and competence of its employees and the satisfactory performance of their duties and in accordance with all applicable laws, rules and regulations, and (c) appropriate computer and network security controls, including the use of reasonable security procedures which are sufficient to

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ensure that documents, notices and other information specified in this Agreement that are electronically created, communicated, processed, stored, retained, or retrieved are authentic, accurate, reliable, complete, and confidential, and that business records and data are protected from improper access.

- 15.5. To ensure the confidentiality of address information in the LACS<sup>Link</sup> System, Licensee shall ensure that none of its employees or any other individual or entity disclose to any third party any address information obtained through use directly or indirectly of the LACS<sup>Link</sup> System except as specifically authorized by this Agreement.
- 15.6. Licensee agrees to control and restrict any access to address information in or from LACS<sup>Link</sup> System to employees or other persons who need it to perform work for Licensee under this Agreement.
- 15.7. This Agreement does not give Licensee any proprietary interest in the address information in the LACS<sup>Link</sup> Product.
- 15.8. Due to the sensitive nature of the confidential and proprietary information contained in the Licensed Materials, Licensee acknowledges that unauthorized use and/or disclosure of Licensed Materials will irreparably harm USPS's right to control its intellectual property. Accordingly, Licensee (a) agrees to reimburse USPS for any unauthorized use and/or disclosure at a rate of treble (3) times the current annual fee charged to Licensee under this Agreement or treble the total revenue Licensee obtained through its use of the Licensed Materials, whichever amount is greater, and (b) consents to such injunctive, equitable, or other monetary relief as a court of competent jurisdiction may deem proper.

**16. Proprietary Notice**

Any copies of LACS<sup>Link</sup> Licensed Materials produced by Licensee shall have a notice identifying the same as the confidential and proprietary property of USPS.

**17. Audit and Inspection Rights**

- 17.1. To the extent reasonably necessary to ensure use of the USPS Trademarks and Licensed Materials in compliance with the terms of this Agreement, USPS, through its employees or agents, including the USPS Office of the Inspector General, may inspect, audit or perform reviews of Licensee's books and records, and the performance of Licensee's systems relating to the use of the Interface or the Licensed

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Materials. In the event USPS determines that Licensee is not complying with any USPS requirements, USPS shall have the right to require an additional inspection, audit or review at the cost and expense of Licensee or issue a notice of suspension or termination.

17.2. USPS, or its designated agents or representative, including the USPS Office of the Inspector General, shall have the right to visit Licensee's premises and examine Licensee's computer systems, processing files, documents, and other materials relating to the use of the Licensed Materials with or without notice to Licensee. Licensee shall provide USPS or its agents access during normal business hours to the premises, books, and records that relate to the use of the Licensed Materials and the USPS Trademarks by Licensee.

17.3. Books and records that relate to the use of the LACS<sup>Link</sup> Product and Licensed Materials shall be retained in accordance with USPS's retention guidelines, but for no less than three (3) years after Licensee's final payment under this Agreement. USPS or its designated agents or representatives, including the USPS Office of the Inspector General, shall have the right to examine any such materials during this three-year period. Notwithstanding the foregoing, USPS may inspect, at any time, use of the USPS Trademarks on Licensee's web site.

**18. No Partnership or Joint Venture**

This Agreement does not create a partnership or joint venture between the parties and Licensee shall have no power to obligate or bind USPS in any manner whatsoever.

**19. Notices**

Any notice to be given under this Agreement shall be given in writing, and sent to the address of each party set forth in this Agreement, by either U.S. Certified Mail, return receipt requested, postage paid, or by nationally-recognized overnight service. All such notices shall be effective upon receipt.

**20. Governing Law**

This Agreement shall be governed by and construed in accordance with principles of federal law. Further, the parties each agree and acknowledge that the provisions of USPS Purchasing Manual shall not apply to this Agreement, and the parties waive any and all



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express and implied remedies, recourse or administrative procedures provided or created thereby.

**21. Applicable Law Compliance**

21.1. The Licensed Materials, in particular, the address information contained therein, are governed by the provisions of 39 USC 412, which prohibits the disclosure of address lists. Accordingly, Licensee shall take all steps necessary to secure the Licensed Materials in a manner that fully complies with Section 412. Licensee shall ensure that it does not use the Licensed Materials for the purpose of creating address lists.

21.2. Licensee shall adopt all security measures identified in Section 15 and the Software Developer's Guide to detect cases where address records have been artificially generated and presented to the LACS<sup>Link</sup> System for the apparent purpose of creating an address list or any other type of list of addresses.

21.3. Licensee acknowledges that the export of the Licensed Materials and LACS<sup>Link</sup> Product is outside the Scope and Purpose of this Agreement and is outside the license granted in this Agreement and that such export may be subject to compliance with the Export Administration Act Regulations of the United States Department of Commerce, as amended, and other export controls of the United States ("Export Laws"). Licensee agrees that it will comply with such Export Laws and that it will not export or re-export any Licensed Materials or direct products thereof in violation of such Export Laws or otherwise.

**22. Jurisdiction and Venue**

The Parties acknowledge and agree that any action taken with respect to claims filed in court, whether at law or equity, shall be brought, if possible, in the District of Columbia.

**23. Entire Agreement**

This Agreement, subject to the regulations and policies of the USPS, constitutes the entire Agreement between USPS and Licensee concerning the subject matter thereof and supersedes all previous agreements and understandings. This Agreement may not be altered, amended, or modified except by a written instrument signed by authorized representatives of USPS and Licensee. In the event Licensee alters this Agreement prior to execution by USPS, this Agreement shall be null and void.

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**24. Non-Transferable**

24.1 This License shall not be transferable, in whole or in part. The rights and obligations of Licensee shall be terminated immediately in the event of the death of Licensee (if an individual) or, dissolution, merger, buy-out, or transfer (of any kind) of the assets of Licensee (if other than an individual). In case of an attempt to transfer this Agreement in whole or in part, this Agreement shall be void.

24.2 Any change to the personnel, location, and/or software systems for activities involving or relating to the LACS<sup>Link</sup> System, the Licensed Materials, or to the information contained in the application materials submitted by Licensee to USPS must be reported to the USPS immediately. USPS may consider Licensee's failure to report such changes to USPS as a default under this Agreement.

**25. Survival Obligations**

Notwithstanding the expiration or termination of this Agreement, the obligations set forth in Sections 9.2, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24 shall survive such expiration or termination.

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***IN WITNESS THEREOF***, the parties have executed this Agreement effective as of the date of the last party to sign this Agreement:

LICENSEE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

UNITED STATES POSTAL SERVICE:

BY: \_\_\_\_\_

NAME: Audrey K. Conley

TITLE: Contracting Officer's Representative

DATE: \_\_\_\_\_

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**Exhibit A**  
**License Fee Schedule**

***Annual License Fees***

\$1,200.00      Interface Distribution License

\$ 300.00      Data Distribution License

***License Fee Pro-Ration Schedule***

System Certified Month of:	Fee Covers Period of:	Interface Dist Fee	Data Dist Fee
October	November – September	\$1,100.00	\$275.00
November	December – September	1,000.00	250.00
December	January – September	900.00	225.00
January	February – September	800.00	200.00
February	March – September	700.00	175.00
March	April – September	600.00	150.00
April	May – September	500.00	125.00
May	June – September	400.00	100.00
June	July – September	300.00	75.00
July	August – September	200.00	50.00
August	September	100.00	25.00
September	October – September, new license year	1,200.00	300.00

The Fees set forth above are subject to modification upon notice by USPS.